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EXAMINER				
RAPILLO, KRISTINE K				
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/820,194

Applicant(s)

BEALKE ET AL.

Examiner

KRISTINE K. RAPILLO

Art Unit

3626

Period for Reply -- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 9/14/2009.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-27 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-27 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 06 April 2004 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/CD/CD)
- 4) ☐ Interview Summary (PTO-413)
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____
- Paper No(s)/Mail Date _____

DETAILED ACTION

Notice to Applicant

1. This communication is in response to the amendment submitted September 14, 2009. Claims 1 – 3, 6, 15, 20 – 22, and 25 are amended. Claims 1 – 27 are presented for examination.

Claim Rejections - 35 USC § 112

2. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

3. Claims 1 and 3 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

4. In regard to claim 1, the following limitation is unclear: the term "voucher" is not defined in the specification. The term "voucher" is typically a document giving proof of a business transaction, thus, a check is considered a voucher. For the purpose of examination, it will be treated as a check, since a check is a voucher for cash and can be redeemed for goods and services.

5. In regard to claim 3, the limitation "in which the payment of at least a portion of the monetary amount is in an amount which is equal to the full monetary amount thereafter, a portion thereof is returned to its payor by the settlement processing entity" is unclear. It is unclear how a portion of the amount (where a portion is typically defined as a part of a whole) is equal to the full amount (where the full amount is interpreted as the whole amount). For the purpose of examination, this limitation will be treated as receiving the settlement money.

6. In regard to claim 25, the limitation "Wherein said first monetary amount represents the total amount provided in monetary form by the insurance company to fulfill said claim" is unclear. For instance, the first monetary amount represents a partial settlement (as stated in the limitation "receiving.....a first monetary amount association with the insurance claim, said first monetary amount provided as partial settlement of said insurance claim"), so it is unclear how the first monetary settlement can represent both

Art Unit: 3626

partial and full payments. For the purpose of examination, the limitation will be treated as receiving settlement money.

7. The 35 U.S.C. 112, second paragraph rejections of Claims 1, 6 and 7 regarding the conditional statement "if" are hereby withdrawn based upon the amendment submitted September 14, 2009.

Claim Rejections - 35 USC § 101

8. The 35 U.S.C. 101 rejections of Claims 1 – 11, 16 – 17, and 20 – 27 are hereby withdrawn based upon the amendment submitted September 14, 2009.

Claim Rejections - 35 USC § 103

9. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

10. Claims 1 – 5, 13, and 16 – 17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Horn et al., herein after Horn (U.S. Publication Number 2001/0037204 A1), in view of Guyan et al. (U.S. Patent Number 7,406,427), herein after Guyan, further in view of Erasmus et al., herein after Erasmus (WO 01/93127 A2).

In regard to claim 1 (Currently Amended), Horn teaches a computer implemented method for settling a claim between a claimant and another settling party on agreed to settlement on terms that include a monetary amount, comprising:

Receiving, at a computer system associated with a settlement processing entity, the settlement terms and their acceptance by the claimant and settling party (Figure 41 and paragraph [0105]),

Receiving an executed release by the claimant of the settling party (paragraph [096]);

Art Unit: 3626

Receiving a payment of at least a portion of the monetary amount to be paid to the claimant on behalf of the other party (paragraph [0101] where Horn discloses the respondent, or second party, includes credit card information for payment of a claim);

Guyan teaches a method comprising: the settlement processing entity paying a vendor of the goods and services that is obligated to redeem the voucher an amount less than the voucher's stated redemption face value for the voucher (column 8, lines 15 – 25; column 7, lines 25 – 38; column 10, line 35 – 63; and, column 12, lines 48 – 50) where a vendor enters a contract specifying cost discount levels.

Erasmus teaches a method comprising: Initiating, at the computer system, the transfer to the claimant of at least one voucher for goods or services having a stated redemption face value and, if elected by the claimant, an electronic transfer of settlement funds in an amount such that the total of the voucher stated redemption face value and amount of funds transferred exceeds said monetary amount (page 2, lines 8 – 9 and page 2, line 29 through page 3, line 8) where Erasmus offers an insured an electronic voucher with a predetermined value for use as payment to a vendor.

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to include a method comprising: Initiating, at the computer system, the transfer to the claimant of at least one voucher for goods or services having a stated redemption face value and, if elected by the claimant, an electronic transfer of settlement funds in an amount such that the total of the voucher stated redemption face value and amount of funds transferred exceeds said monetary amount as taught by Erasmus, within the method of Horn and Guyan, with the motivation of providing a system for settling an insurance claim, including an electronic voucher with a predetermined value (claim 1).

In regard to claim 2 (Currently Amended), Horn, Guyan, and Erasmus teach the method of claim 1.

Guyan further teaches a method in which the payment of at least a portion of the monetary amount to be paid to the claimant on behalf of the other party is in an amount which is less than the full monetary amount (column 11, lines 8 – 36) where a repetitive payment is less than the monetary amount since it is paid in installments.

Art Unit: 3626

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to include a method in which the payment of at least a portion of the monetary amount to be paid to the claimant on behalf of the other party is in an amount which is less than the full monetary amount as taught by Guyan, within the method of Horn and Erasmus, with the motivation of providing a method and system which captures claim identification, vendor selection, and fund transfer using an electronic system (column 10, lines 21 – 32).

In regard to claim 3 (Currently Amended), Horn, Guyan, and Erasmus teach the method of claim 1. Horn further teaches a method in which the payment of at least a portion of the monetary amount is in an amount which is equal to the full monetary amount (paragraph [0101]) thereafter, a portion thereof is returned to its payor by the settlement processing entity.

In regard to claim 4 (Original), Horn, Guyan, and Erasmus teach the method of either claim 2 or claim 3.

Guyan further teaches a method in which the payment is received by the settlement processing entity after the settlement processing entity makes any required electronic transfer of funds to the claimant (column 6, line 67 through column 7, line 3 and column 10, lines 6 – 20).

The motivation to combine the teachings of Guyan and Horn is discussed in the rejection of claim 2, and incorporated herein.

In regard to claim 5 (Previously Presented), Horn, Guyan, and Erasmus teach the method of either claim 1, claim 2, or claim 3.

Guyan further teaches a method in which the voucher is electronically transmitted to the claimant (column 6, line 67 through column 7, line 3 and column 10, lines 6 – 20).

The motivation to combine the teachings of Guyan and Horn is discussed in the rejection of claim 2, and incorporated herein.

In regard to claim 13 (Previously Presented), Horn and Guyan teach the method of claim 12.

Erasmus teaches a method wherein one or more of said vouchers are provided at a discount from face value (page 2, lines 8 – 9 and page 2, line 29 through page 3, line 8).

The motivation to combine the teachings of Horn, Guyan, and Gittans is discussed in the rejection of claim 9, and incorporated herein.

In regard to claim 16 (Previously Presented), Horn, Guyan, and Erasmus teach the method of claim 2.

Guyan further teaches a method in which the payment is received by the settlement processing entity after the settlement processing entity makes any required electronic transfer of funds to the claimant and in which the voucher is electronically transmitted to the claimant (column 6, line 52 through column 7, line 3 and column 10, lines 6 – 20).

The motivation to combine the teachings of Horn and Guyan is discussed in the rejection of claim 2, and incorporated herein.

In regard to claim 17 (Previously Presented), Horn, Guyan, and Erasmus teach the method of claim 3.

Guyan further teaches a method in which the payment is received by the settlement processing entity after the settlement processing entity makes any required electronic transfer of funds to the claimant and in which the voucher is electronically transmitted to the claimant (column 6, line 52 through column 7, line 3 and column 10, lines 6 – 20).

The motivation to combine the teachings of Horn and Guyan is discussed in the rejection of claim 2, and incorporated herein.

Art Unit: 3626

11. Claims 6 – 8, 11 – 12, 14 – 15, 18, and 20 – 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Horn et al., herein after Horn (U.S. Publication Number 2001/0037204 A1), in view of Guyan et al. (U.S. Patent Number 7,406,427), herein after Guyan.

In regard to claim 6 (Currently Amended), Horn teaches a computer implemented method for settling a monetary claim agreed to by a first party and a second party comprising:

(a) the second party providing a third party with details of the monetary settlement and a source for funding the monetary settlement (paragraphs [0023], [0090], and [0098]). The settlement value selected by the second party is provided to the system of Horn's invention which is equated to the settlement processing entity (or third party);

(b) the third party electronically assigning a claim settlement identification number to the settlement details (Figure 8; paragraphs [0021], [0022], and [0087]) where a user is provided a unique reference number by the system to identify the claim;

(c) the third party communicating with the first party to provide the first party with the claim identification number (paragraphs [0021], [0022], and [0087]) and the option to either receive the agreed monetary settlement in full (paragraph [0101]).

Guyan teaches a method comprising (c) the option to receive at least a part of the monetary settlement in the form of vouchers which can be redeemed for goods and/or services (column 6, line 67 through column 7, line 3; column 10, line 6 - 20; and, column 11, line 8 - 26) where the claimant receives checks (i.e. vouchers); (d) the first party electing either to receive the agreed monetary settlement in full or to receive at least a part of the monetary settlement in the form of vouchers (column 11, lines 25 – 37 where Guyan discloses electing single or repetitive payments) and informing the third party of the election and only if vouchers are elected, the portion of the monetary settlement to be paid in vouchers (column 11, lines 13 – 37); and (e) the third party withdrawing funds from the funding source and paying the monetary settlement by transmitting vouchers, from a computer system associated with the third party, to the first party and/or transferring funds to the first party, in accordance with the election made by the first

Art Unit: 3626

party, directly to the first party and/or to an account for the benefit of the first party, as directed by the first party (column 11, lines 13 – 37).

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to include a method comprising (c) the option to receive at least a part of the monetary settlement in the form of vouchers which can be redeemed for goods and/or services; (d) the first party electing either to receive the agreed monetary settlement in full or to receive at least a part of the monetary settlement in the form of vouchers and informing the third party of the election and only if vouchers are elected, the portion of the monetary settlement to be paid in vouchers; and (e) the third party withdrawing funds from the funding source and paying the monetary settlement by transmitting vouchers, from a computer system associated with the third party, to the first party and/or transferring funds to the first party, in accordance with the election made by the first party, directly to the first party and/or to an account for the benefit of the first party, as directed by the first party as taught by Guyan, within the method of Horn and Erasmus, with the motivation of providing a method and system which captures claim identification, vendor selection, and fund transfer using an electronic system (column 10, lines 21 – 32).

In regard to claim 7 (Original), Horn and Guyan teach the method of claim 6.

Guyan further teaches a method in which the third party provides the first party with vouchers which, when combined with the amount, if any, of the funds transferred to the first party from the source of funding, exceed the full amount of the monetary settlement (column 6, line 67 through column 7, line 3; column 10, lines 6 – 20; and column 11, lines 8 – 26).

The motivation to combine the teachings of Guyan and Horn is discussed in the rejection of claim 6, and incorporated herein.

In regard to claim 8 (Original), Horn and Guyan teach the method of claim 7.

Art Unit: 3626

Guyan further teaches a method in which the funds withdrawn by the third party from the funding source are less than the funds transferred to the first party by an amount agreed upon by the first and second parties as a function of the amount of the vouchers (column 6, line 67 through column 7, line 3; column 10, lines 6 – 20; and column 11, lines 8 – 26).

The motivation to combine the teachings of Guyan and Horn is discussed in the rejection of claim 6, and incorporated herein.

In regard to claim 11 (Previously Presented), Horn and Guyan teach the method of either claims 7, 8, 9 or 10.

Guyan further teaches a method in which the third party provides a network site through which any vouchers can be redeemed for goods or services, and in which the third party provides the first party with an ability to access to the network site (Figure 1; column 3, lines 46 -56; column 4, lines 15 – 53; column 7, lines 13 – 39; column 8, lines 3 – 14; and, column 9, lines 3 -45).

The motivation to combine the teachings of Horn and Guyan is discussed in the rejection of claim 6, and incorporated herein.

In regard to claim 12 (Previously Presented), Horn teaches a computer assisted method for implementing satisfaction of an insurance claim in which a total dollar amount for the loss is agreed to be paid as satisfaction in full of the claim in return for the execution of a release, comprising the steps of:

receiving, at a settlement processing entity data system, information associated with the insurance claim, said information provided by a claims representative of an insurance carrier responsible for the claim (paragraph [0090]);

assigning a claim identification number (CIN) to the claim (Figures 8 and 29; paragraphs [0021], [0022], and [0087]);

creating a claim account associated with the CIN, said claim account including said information associated with the insurance claim (Figures 29 and 30; paragraphs [0021], [0022], and [0087]);

Art Unit: 3626

providing the CIN to a claims system associated with the carrier (paragraph [0090]);

providing a URL to the claims representative to facilitate access to the claim account (paragraphs [0075], [00143], [0144], and [0145]);

storing the funds in a trust account (paragraph [0133]) where a financial reserve holds funds for insurers;

providing the CIN to the claims representative (Figure 8; paragraphs [0021], [0022], [0087], and [0098]);

providing an interface for facilitating claimant access to the information associated with the claim (Figures 8 and 13; paragraphs [0021], [0022], [0087], and [0098]);

receiving, from the claimant, verification information (Figures 8 and 13; paragraphs [0021], [0022], [0080], [0087], and [0098]);

providing, responsive to the verification information, access to information regarding forms of settlement associated with the claim, said information (Figures 8 and 13; paragraphs [0021], [0022], [0080], [0087], and [0098]) including:

providing the claimant with a form of a release for electronic execution (paragraph [0096]) where Horn discloses the acceptance of a settlement is a binding contract which will release the funds of the settlement;

receiving an executed release from the claimant (paragraph [0096]); and

Guyan teaches a method comprising the steps of: receiving, from the carrier, funds in an amount equal to the loss amount (column 6, lines 34 – 51 and column 11, lines 13 – 24); information regarding forms of payment including checks, fund transfers and vouchers (column 6, line 67 through column 7, line 3); and information regarding affiliated vendors providing goods and services associated with the vouchers (Figure 11 and column 12, lines 34 – 47);

receiving a selection of the form of settlement from the claimant (column 6, line 67 through column 7, line 3; column 10, line 6 – 32; and column 11, lines 8 - 9); and,

Art Unit: 3626

disbursing settlement payment to the claimant in accordance with the selection of the form of settlement from the claimant (column 6, line 67 through column 7, line 3; column 10, line 6 – 20; and column 11, lines 8 - 9).

The motivation to combine the teachings of Horn and Guyan is discussed in the rejection of claim 6, and incorporated herein.

In regard to claim 14 (Previously Presented), Horn and Guyan teach the method of either claim 12 or claim 13. Horn teaches a method further including: tracking the settlement payment provided to claimant (paragraphs [0083] and [0128]); and notifying the claimant electronically when the settlement payment has been fully disbursed (Figure 34; paragraph [0020], [0026], [0027], and [0030]).

In regard to claim 15 (Currently Amended), Horn and Guyan teach the method of either claim 12 or claim 13. Horn teaches a method further including: deactivating, in response to settlement of the claim, the CIN (paragraph [0027]); and closing, in response to settlement of the claim, the claim account (paragraph [0027]) where Horn discloses that the claimant has the opportunity to withdraw his/her claim, thus deactivating or closing the account. In addition, Horn discloses that the claim is withdrawn if a settlement is not reached within one year.

In regard to claim 18 (Previously Presented), Horn and Guyan teach the method of claim 12. Horn teaches a method further including: tracking the settlement payment provided to claimant (paragraphs [0083] and [0128]); notifying the claimant electronically when the settlement payment has been fully disbursed (Figure 34; paragraphs [0020], and [0026]); deactivating the CIN (paragraph [0027]); and closing the claim account (paragraph [0027]).

In regard to claim 20 (New), Horn teaches a system for computer facilitated claims settlement processing comprising:

a first interface (paragraph [0077]) configured to receive, from an insurance carrier's claim system, information regarding a first claim submitted by a first claimant, including a monetary settlement amount (paragraphs [0021] and [0064])

a memory configured to store said information regarding said first claim (Figure 5A; paragraphs [0161], [0162], [0168], [0169], and [0170]);

a processing module (paragraphs [0161], [0162], [0163], and [0164]) configured to:
assign a claim identification number (CIN) to the first claim (Figures 8 and 29; paragraphs [0021], [0022], and [0087]);

provide the CIN and a URL to a claims representative associated with the insurance carrier; and facilitate transfer of funds from the insurance carrier to a trust account maintained by the system (paragraphs [0075], [0090], [0143], [0144], and [0145]); and

a second interface (paragraphs [0077], [0090], [0141], [0143], [0161], [0162], [0163], [0164], and [0169]) configured to:

provide the claimant or a representative of the claimant with the CIN and URL (Figure 8; paragraphs [0021], [0022], [0075], [0087], [0098], [0143], [0144], [0145]); and,

receive, from the claimant, an electronic claim release (paragraph [0096]).

Horn fails to teach a system comprising a second interface configured to: provide the claimant or a representative of the claimant with access to the system to receive information associated with the claim, including information regarding the monetary settlement amount and one or more vouchers to be provided in partial settlement of said claim.

Guyan teaches a system comprising a second interface configured to: provide the claimant or a representative of the claimant with access to the system to receive information associated with the claim, including information regarding the monetary settlement amount and one or more vouchers to be provided in partial settlement of said claim (column 7, line 53 through column 8, line 14).

The motivation to combine the teachings of Horn and Guyan is discussed in the rejection of claim 6, and incorporated herein.

Art Unit: 3626

In regard to claim 21 (Currently Amended), Horn and Guyan teach the system of claim 20. Horn further teaches a system comprising a claim settlement module including a computer readable medium containing instructions with an electronic release (paragraphs [0096] and [0161]).

Guyan teaches a system to provide a settlement check to the claimant or the claimant's representative, said settlement check provided responsive to receipt at the system of said electronic claim release (column 11, lines 25 - 37).

The motivation to combine the teachings of Horn and Guyan is discussed in the rejection of claim 6, and incorporated herein.

In regard to claim 22 (Currently Amended), Horn and Guyan teach the system of claim 20. Horn further teaches a system comprising a claim settlement module including a computer readable medium containing instructions with an electronic release (paragraphs [0096] and [0161]).

Guyan teaches a system to provide one or more vouchers to the claimant or the claimant's representative, said one or more vouchers provided responsive to receipt at the system of said electronic claim release (column 11, lines 25 - 37).

The motivation to combine the teachings of Horn and Guyan is discussed in the rejection of claim 6, and incorporated herein.

In regard to claim 23 (Previously Presented), Horn and Guyan teach the system of claim 21. Horn further teaches an electronic claim release (paragraph [0096]). Horn fails to teach a system wherein the claim settlement module is further configured to provide one or more vouchers to the claimant or claimant's representative in partial settlement of the claim, said vouchers provided responsive to receipt at the system of said electronic claim release.

Guyan teaches a system wherein the claim settlement module is further configured to provide one or more vouchers to the claimant or claimant's representative in partial settlement of the claim, said vouchers provided responsive to receipt at the system of said electronic claim release (column 11, lines 25 - 37).

Art Unit: 3626

The motivation to combine the teachings of Horn and Guyan is discussed in the rejection of claim 6, and incorporated herein.

In regard to claim 24 (Previously Presented), Horn and Guyan teach the system of claim 21. Guyan further teaches a system wherein the combination of the value of the settlement check and the stated redemption value of said vouchers is greater than the monetary amount (column 6, line 67 through column 7, line 3; column 10, line 6 – 20; and column 11, lines 8 – 26).

The motivation to combine the teachings of Horn and Guyan is discussed in the rejection of claim 6, and incorporated herein.

12. Claims 9 – 10 and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Horn et al., herein after Horn (U.S. Publication Number 2001/0037204) in view of Guyan et al., herein after Guyan (U.S. Patent Number 7,406,427) further in view of Gittans et al., herein after Gittans (U.S. Publication Number 2002/0077867).

In regard to claim 9 (Original), Horn and Guyan teach the method of claim 7.

Gittans teaches a method in which the third party purchases the vouchers from the suppliers of the goods and/or services at a discount from the face value of the vouchers (paragraphs [0297] and [0396]).

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to include a method in which the third party purchases the vouchers from the suppliers of the goods and/or services at a discount from the face value of the vouchers as taught by Gittans, within the method of Horn and Guyan, with the motivation providing a cost efficient and timely settlement dispute tool using a computerized system (paragraph [0018]).

In regard to claim 10 (Original), Horn and Guyan teach the method of claim 8.

Art Unit: 3626

Gittans teaches a method in which the third party purchases the vouchers from the suppliers of the goods and/or services at a discount from the face value of the vouchers (paragraphs [0297] and [0396]).

The motivation to combine the teachings of Horn, Guyan, and Gittans is discussed in the rejection of claim 9, and incorporated herein.

In regard to claim 19 (Previously Presented), Horn and Guyan teach the method of claim 13. Horn teaches a method further including: tracking the settlement payment provided to claimant (paragraphs [0083] and [0128]); notifying the claimant electronically when the settlement payment has been fully disbursed (Figure 34; paragraphs [0020], [0026]); deactivating the CIN (paragraph [0027]); and closing the claim account (paragraph [0027]).

13. Claims 25 - 27 are rejected under 35 U.S.C. 103(a) as being unpatentable over Guyan et al., herein after Guyan (U.S. Patent Number 7,406,427) further in view of Gittans et al., herein after Gittans (U.S. Publication Number 2002/0077867).

In regard to claim 25 (Currently Amended), Guyan teaches a computer implemented method of facilitating settlement of an insurance claim, comprising:

receiving, from an insurance company, at a computer system configured to electronically process the insurance claim, a first monetary amount associated with the insurance claim, said first monetary amount provided as partial settlement of said insurance claim (Figure 1; column 11, lines 25 – 37);

receiving a plurality of vouchers for one or more goods or services, wherein said vouchers are provided at a discount from a stated redemption face value (column 11, lines 25 – 37);

providing, to a claimant or a claimant's representative, a second monetary amount in partial settlement of the insurance claim, said second monetary amount being less than said first monetary amount (column 11, lines 25 – 37); and,

Art Unit: 3626

providing, to the claimant or the claimant's representative, one or more of said vouchers in partial settlement of the insurance claim (column 11, lines 25 – 37).

Gittans teaches a method comprising providing a discounted payment for said one or more of said vouchers to one or more venders of said vouchers, wherein the discounted payment reflects said discount from the stated redemption face value (paragraphs [0297] and [0396]) and Wherein said first monetary amount represents the total amount provided in monetary form by the insurance company to fulfill said claim (paragraph [0297]) where the claimant may be paid in cash or via voucher (check) to fulfill claim.

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to include a method comprising providing a discounted payment for said one or more of said vouchers to one or more venders of said vouchers, wherein the discounted payment reflects said discount from the stated redemption face value and Wherein said first monetary amount represents the total amount provided in monetary form by the insurance company to fulfill said claim as taught by Gittans, within the method of Guyan, with the motivation of providing a cost efficient and timely settlement dispute tool using computerized systems (paragraph [0018]).

In regard to claim 26 (Previously Presented), Guyan and Gittans teach the method of claim 25. Guyan further teaches a method wherein the second monetary amount and the discounted payment are less than said first monetary amount (column 6, line 67 through column 7, line 3; column 10, line 6 – 26; and column 11, lines 8 – 26).

In regard to claim 27 (Previously Presented), Guyan and Gittans teach the method of claim 26. Guyan further teaches a method wherein the combined value of the second monetary amount and the stated redemption values of said one or more vouchers is greater than the first monetary amount (column 6, line 67 through column 7, line 3; column 10, line 6 – 26; and column 11, lines 8 – 26).

Response to Amendment

14. Applicant's arguments argument's filed September 14, 2009 have been fully considered but they are not persuasive. Applicant's arguments will be addressed herein below in the order in which they appear in the response filed September 14, 2009.

15. Claims 1, 12, and 20: The Applicant argues that Horn does not state anything about providing or receiving an executed release (page 19 of Applicant remarks). The Examiner respectfully disagrees. The Office takes the position that an executed release is within the scope of Horn because Horn discloses various contract law principles that relate to what rights a party gives up when they enter into a transaction or agreement with another party or entity. In addition, Applicant's admit in their remarks that an executed release is well know is contract law, therefore, the Applicant is arguing the merits of a feature which is clearly not novel.

16. Claims 1, 6, 12, 20, and 25: The Applicant argues that neither Horn nor Guyan describe vouchers for goods or services (page 22 of Applicant remarks). It is respectfully submitted that the Examiner has applied new prior art to the amended claims. The Examiner notes that the amended limitations were not in the previously pending claims; as such, Applicant's remarks with the regard to the application of Horn and Guyan are addressed in the above Office Action.

17. Claims 1, 6, and 25: The Applicant argues Horn nor Guyan disclose a voucher having a stated redemption value or in particular a stated redemption value. It is respectfully submitted that the Examiner has applied new prior art to the amended claims. The Examiner notes that the amended limitations were not in the previously pending claims; as such, Applicant's remarks with the regard to the application of Horn and Guyan are addressed in the above Office Action.

18. Claim 2: The Applicant argues that the Examiner's assertion that Guyan's description of "installment payments" is the same thing is incorrect as installment payments will equal the sum of the agreed upon settlement amount. The Examiner respectfully submits that the Applicant is arguing a feature not recited in the claims. The Applicant does not claim a settlement which is a combination of a monetary payment with a voucher; thus, Applicant's argument is not persuasive.

Art Unit: 3626

19. Claim 3: The Applicant argues that Horn does not describe the method in which the payment of at least a portion of the monetary amount is less than the monetary amount. The Examiner respectfully submits it is unclear how a portion of the amount (where a portion is typically defined as a part of a whole) is equal to the full amount (where the full amount is interpreted as the whole amount); thus, Applicant's argument is not persuasive.

20. Claim 8: The Applicant argues that the Horn and Guyan references fail to disclose vouchers for goods or services; funds withdrawn by a third party are less than the funds transferred to the third party, and funds are less than the funds transferred by an agreed upon amount that is a function of the amount of vouchers. The response to the Applicants remarks was addressed in the response to claim 1 in this section).

21. Claim 15: The Applicant amended claim 15; it is respectfully submitted that the Examiner has applied new passages and new citations to the amended claims. The Examiner notes that the amended limitations were not in the previously pending claims; as such, Applicant's remarks with the regard to the application of Horn and Guyan are addressed in the above Office Action.

22. Claim 20: The Applicant argues neither Horn nor Guyan describe providing vouchers, and therefore, they cannot describe an interface to access information on such vouchers. It is respectfully submitted that the Examiner has applied new prior art to the amended claims. The Examiner notes that the amended limitations were not in the previously pending claims; as such, Applicant's remarks with the regard to the application of Horn and Guyan are addressed in the above Office Action.

23. Claims 21 and 22: The Applicant argues that Guyan fails to describe said settlement check provided responsive to receipt at the system of said electronic claim release. The response to the Applicant's remarks are addressed in the response to claims 1, 12, and 20 and incorporated herein.

24. Claim 24: The Applicant argues that Horn or Guyan say nothing about vouchers or providing vouchers in combination with monetary payments as settlement, nor do they describe that the combination value of a settlement check and the stated redemption value of the vouchers is greater than the monetary amount. The Examiner respectfully submits the response to Applicant's remarks were addressed in the response to claim 2, and incorporated herein.

Art Unit: 3626

25. Claim 25: The Applicant amended claim 25; it is respectfully submitted that the Examiner has applied new passages and new citations to the amended claims. The Examiner notes that the amended limitations were not in the previously pending claims; as such, Applicant's remarks with the regard to the application of Horn and Guyan are addressed in the above Office Action.

Conclusion

26. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

27. Any inquiry concerning this communication or earlier communications from the examiner should be directed to KRISTINE K. RAPILLO whose telephone number is (571)270-3325. The examiner can normally be reached on Monday to Thursday 6:30 am to 3:30 pm Eastern Time.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jerry O'Connor can be reached on 571-272-6787. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 3626

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KKR

/Robert Morgan/
Primary Examiner, Art Unit 3626